

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 38	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W9124D-09-T-0107	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME KAREN E. KEYS				b. TELEPHONE NUMBER (No Collect Calls) 502-624-6853	
9. ISSUED BY MICC CENTER - FT KNOX BLDG 1109B STE 250 199 6TH AVE FORT KNOX KY 40121-5720 TEL: FAX:		CODE W9124D		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 500 NAICS: 326199		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO US ARMY RECRUITING COMMAND .. US ARMY ACCESSIONS DISTRIBUTION CENTER (A) 9TH CAV REGT AVE BLDG 210 FORT KNOX KY 40121-5000 TEL: FAX:		CODE W52R7R97		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

PAGE 2 OF 38

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT
REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT
REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

☐ COMPLETE ☐ PARTIAL ☐ FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ADDITIONAL INFORMATION

CAN COOLERS FOR US ARMY RECRUITING, CMD.

QUOTERS SHALL COMPLETE THE FOLLOWING INFORMATION:

DUNS NUMBER: _____

FED TAX ID#: _____

CAGE CODE: _____

CONTACT NAME: _____

PHONE NO: _____

FAX NO: _____

E-MAIL ADDRESS: _____

DISCOUNT PAYMENT TERMS: _____

DELIVERY DATE: _____

NOTES:

1. Questions concerning this solicitation call Karen Keys at (502)624-6853, faxed to ATTN: Karen Keys at (502)624-7165/5869 or e-mail to karen.keys@us.army.mil

2. All contractors wishing to do business with the Government must possess a valid DUNS number and Cage Code and must be registered in the Central Contractor Registration (CCR).

NOTE: Quotes must be submitted using one of the following methods:

- a. by email to: karen.keys@us.army.mil;
- b. or fax: Attn: Karen Keys: 502-624-7165 or 502-624-5869

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	CAN COOLER, ROTC (NURSE), PPI 681 FFP CAN COOLER, COLLAPSIBLE BEVERAGE CAN WRAP, EQUAL TO 4IMPRINT.COM CRAZY FRIO CAN COOLER - SCRUB, PN: 8015-SRB, SCUBA FOAM MATERIAL, SCRUB TOP SHAPE WITH SCRUB IMPRINT WITH STETHOSCOPE ON FRONT SIDE OF COOLER, COLOR: BLACK, SIZE: 4" X 5" WITH AN ARM SPAN OF 7" WHEN COLLAPSED, CUSTOM IMPRINTED ON TWO SIDES IN WHITE LETTERING, INTERSTATE BOLD FONT AS FOLLOWS: FRONT SIDE, LINE 1: 1-800-USA-ROTC; LINE 2: ARMYROTC.COM IN LOWER CASE LETTERS; BACK SIDE: IMPRINTED WITH ARMY ROTC LOGO WITH ARMY ROTC ABOVE LOGO AND START STRONG BELOW LOGO IN WHITE UPPER CASE LETTERING, INTERSTATE BOLD FONT, IAW ATTACHED SPECIFICATIONS. VENDOR SHIPPING LABEL ATTACHED. ENTIRE QUANTITY REQUIRED BY 31 AUG 09. FOB: Destination PURCHASE REQUEST NUMBER: W91NNE9107P4000001	16,150	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	CAN COOLER, ROTC, PPI 683 FFP CAN COOLER, COLLAPSIBLE BEVERAGE CAN WRAP, EQUAL TO PROMOTIONALPRODUCTS.NET, CRAZY FRIO CAN COOLER, PN: 855, VINYL MATERIAL, COLOR: BLACK, SIZE: 4" X 5", CUSTOM IMPRINTED ON TWO SIDES: FRONT SIDE: IMPRINTED WITH ARMY ROTC LOGO WITH ARMY ROTC ABOVE LOGO AND START STRONG BELOW LOGO IN WHITE UPPER CASE LETTERING, INTERSTATE BOLD FONT; BACK SIDE IMPRINTED IN WHITE LETTERING, INTERSTATE BOLD FONT AS FOLLOWS: FRONT SIDE, LINE 1: 1-800-USA-ROTC; LINE 2: ARMYROTC.COM IN LOWER CASE LETTERS IAW ATTACHED SPECIFICATIONS. VENDOR SHIPPING LABEL ATTACHED. ENTIRE QUANTITY REQUIRED BY 31 AUG 09. FOB: Destination PURCHASE REQUEST NUMBER: W91NNE9107P4000002	16,150	Each	\$_____	\$_____

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	CAN COOLER, AMEDD, PPI 531 FFP CAN COOLER, COLLAPSIBLE BEVERAGE CAN WRAP, EQUAL TO 4IMPRINT.COM CRAZY FRIO CAN COOLER - SCRUB, PN: 8015-SRB, SCUBA FOAM MATERIAL, SCRUB TOP SHAPE WITH SCRUB IMPRINT WITH STETHOSCOPE ON FRONT SIDE OF COOLER, COLOR: BLACK, SIZE: 4" X 5" WITH AN ARM SPAN OF 7" WHEN COLLAPSED, CUSTOM IMPRINTED ON TWO SIDES IN WHITE LETTERING, INTERSTATE BOLD FONT AS FOLLOWS: FRONT SIDE, LINE 1: 1-800-USA-ARMY; LINE 2: HEALTHCARE.GOARMY.COM IN LOWER CASE LETTERS; BACK SIDE: IMPRINTED WITH ARMY STAR LOGO WITH ARMY STRONG. BELOW LOGO IN WHITE UPPER CASE LETTERING, INTERSTATE BOLD FONT, IAW ATTACHED SPECIFICATIONS. VENDOR SHIPPING LABEL ATTACHED. ENTIRE QUANTITY REQUIRED BY 31 AUG 09. FOB: Destination PURCHASE REQUEST NUMBER: W91NNE9107P4000003	26,150	Each	\$_____	\$_____

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	Destination	Government	N/A	Government
0003	Destination	Government	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	31-AUG-2009	16,150	US ARMY RECRUITING COMMAND .. US ARMY ACCESSIONS DISTRIBUTION CENTER (A 9TH CAV REGT AVE BLDG 210 FORT KNOX KY 40121-5000 FOB: Destination	W52R7R97

0002	31-AUG-2009	16,150	(SAME AS PREVIOUS LOCATION) FOB: Destination	W52R7R97
0003	31-AUG-2009	26,150	(SAME AS PREVIOUS LOCATION) FOB: Destination	W52R7R97

CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	APR 2008
52.212-1	Instructions to Offerors--Commercial Items	JUN 2008
52.212-4	Contract Terms and Conditions--Commercial Items	MAR 2009
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (FEB 2009) ALTERNATE I (APR 2002)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Service-disabled veteran-owned small business concern--

- (1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs -----.

(Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any.)

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

___ Black American.

___ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----
Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)
(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian or Moroccan end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No.

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (*Jan 2004*). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (*Jan 2004*). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [ballot] Have, [ballot] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are

included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
•	•
•	•
•	•

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) () In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) () Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) (The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.)

() (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror () does () does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

() (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror () does () does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

() TIN: -----.

() TIN has been applied for.

() TIN is not required because:

() Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

- () Sole proprietorship;
- () Partnership;
- () Corporate entity (not tax-exempt);
- () Corporate entity (tax-exempt);
- () Government entity (Federal, State, or local);
- () Foreign government;
- () International organization per 26 CFR 1.6049-4;
- () Other -----.
- (5) Common parent.
- () Offeror is not owned or controlled by a common parent;
- () Name and TIN of common parent:
- Name -----.
- TIN -----.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (APR 2009)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

NA (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

NA (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5).

NA (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

NA (4) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

NA (5) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

NA (6) [Reserved].

NA (7)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

NA (ii) Alternate I (OCT 1995) of 52.219-6.

NA (iii) Alternate II (MAR 2004) of 52.219-6.

NA (8)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

NA (ii) Alternate I (OCT 1995) of 52.219-7.

NA (iii) Alternate II (MAR 2004) of 52.219-7.

NA (9) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

NA (10)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

NA (ii) Alternate I (OCT 2001) of 52.219-9

NA (iii) Alternate II (OCT 2001) of 52.219-9.

NA (11) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

NA (12) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

NA (13)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

NA (ii) Alternate I (JUNE 2003) of 52.219-23.

NA (14) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

NA (15) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

NA (16) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

XX (17) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

XX (18) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

XX (19) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

XX (20) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

XX (21) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

XX (22) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

XX (23) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

XX (24) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

XX (25) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

NA (26) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.) (Not Applicable until June 30, 2009.)

NA (27)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

NA (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

NA (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) .

NA (29)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

NA (ii) Alternate I (DEC 2007) of 52.223-16.

NA (30) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

NA (31) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (FEB 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169).

NA (ii) Alternate I (JAN 2004) of 52.225-3.

NA (iii) Alternate II (JAN 2004) of 52.225-3.

NA (32) 52.225-5, Trade Agreements (MAR 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (33) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

NA (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

NA (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

NA (36) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

NA (37) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX (38) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

NA (39) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

NA (40) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

NA (41) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

NA (42)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

NA (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

NA (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

NA (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

NA (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

NA (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

NA (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

NA (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

NA (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

NA (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5). Applies to subcontracts funded under the Act.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009). (Not applicable until June 30, 2009.)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2009)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

XX 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- (1) XX 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181).
- (2) NA 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- (3) NA 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).
- (4) NA 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).
- (5) XX 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).
- (6) NA 252.225-7012, Preference for Certain Domestic Commodities (DEC 2008) (10 U.S.C. 2533a).
- (7) NA 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).
- (8) NA 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (9) NA 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (10) NA 252.225-7021, Trade Agreements (NOV 2008) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (11) NA 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (12) NA 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (13)(i) NA 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) NA Alternate I (OCT 2006) of 252.225-7036.
- (14) NA 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (15) NA 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (16) NA 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (17) NA 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (18) XX 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (19) NA 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (20) NA 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (21)(i) NA 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) NA Alternate I (MAR 2000) of 252.247-7023.
- (iii) NA Alternate II (MAR 2000) of 252.247-7023.
- (iv) NA Alternate III (MAY 2002) of 252.247-7023.
- (22) NA 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- (1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- (2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

ARMY ELECTRONIC INVOICING INSTRUCTIONS (Feb 2006)

Contractor shall submit payment request using the following method(s) as mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

☒ Wide Area Workflow (WAWF) (see instructions below)

☐ Web Invoicing System (WInS) (<https://ecweb.dfas.mil>)

☐ American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats (<http://www.X12.org> and <http://www.dfas.mil/ecedi>)

☐ Other (please specify)_____

DFAS POC and Phone: (DFAS) ROME, NY at (800)553-0527 or fax to (877)575-3332._____

WAWF is the preferred method to electronically process vendor request for payment. This application allows DoD vendors to submit and track Invoices and Receipt/Acceptance documents electronically. Contractors electing to use WAWF shall (i) register to use WAWF at <https://wawf.eb.mil> and (ii) ensure an electronic business point of contact (POC) is designated in the Central Contractor Registration site at <http://www.ccr.gov> within ten calendar days after award of this contract/order.

WAWF Instructions

Questions concerning payments should be directed to the Defense Finance and Accounting Service (DFAS) ROME, NY at (800)553-0527 or fax to (877)575-3332. Please have your purchase order/contract number ready when calling about payments.

You can easily access payment and receipt information using the DFAS web site at <http://www.dfas.mil/money/vendor>. Your purchase order/contract number or invoice number will be required to inquire about the status of your payment.

The following codes and information will be required to assure successful flow of WAWF documents.

TYPE OF DOCUMENT (Contract Specialist check appropriate line)

☐ Commercial Item Financing

☐ Construction Invoice (Contractor Only)

☐ Invoice (Contractor Only)

☒ Invoice and receiving Report (COMBO)

☐ Invoice as 2-in-1 (Services only)

☐ Performance Based Payment (Government Only)

☐ Progress Payment (Government Only)

☐ Cost Voucher (Government Only)

☐ Receiving Report (Government Only)

☐ Receiving Report with Unique Identification (*UID) Data (Government Only)

*UID is a new globally unique “part identifier” containing data elements used to track DOD parts through their life cycle.

☐ Summary Cost Voucher (Government Only)

CAGE CODE: *(Contract Specialist enter contractor CAGE code)*

ISSUE BY DODAAC: W9124D

ADMIN BY DODAAC: W9124D

INSPECT BY DODAAC: **W91NNE**

ACCEPT BY DODAAC: **W91NNE**

SHIP TO DODAAC: **W91NNE**

LOCAL PROCESSING OFFICE DODAAC: **(customer enter LPO DODAAC, if applicable)**

PAYMENT OFFICE FISCAL STATION CODE: *(Contract Specialist enter fiscal station code)*

EMAIL POINTS OF CONTACT

INSPECTOR: **Richard.Pena@usaac.army.mil**

ACCEPTOR: **Heather.Niquette@usaac.army.mil**

RECEIVING OFFICE POC: **Heather.Niquette@usaac.army.mil**

CONTRACT ADMINISTRATOR: *(Contract Specialist enter contractor administrator's e-mail address)*

CONTRACTING OFFICER: *(Contract Specialist enter Contracting Officer (admin) e-mail address)*

ADDITIONAL CONTACT: *(Contract Specialist enter any other information necessary)*

For additional information contact: *(Contract Specialist enter contractor administrator's name, phone number, and e-mail address)*

AMC-LEVEL PROTEST PROGRAM

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, Army Materiel Command (AMC). The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 work days from filing. To be timely, protests must be filed within the periods specified in

Federal Acquisition Regulation (FAR) 33.103. If you want to file a protest under the AMC-Level Protest Program, the protest must request resolution under that program and be sent to the address below. All other agency-level protests should be sent to the contracting officer for resolution.

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Rd, Room 2-1SE3401
Ft. Belvoir, VA 22060-5527
Facsimile number (703) 806-8866 or 8875

Packages sent by FedEx or UPS should be addressed to:

HQ Army Materiel Command
Office of Command Counsel
Room 2-1SE3401
1412 Jackson Loop
Ft. Belvoir, VA 22060-5527

AMC-level protest procedures are found at: <http://www.amc.army.mil/pa/COMMANDCOUNSEL.asp>

If Internet access is not available, contact the contracting officer or HQ, AMC to obtain AMC-Level Protest Procedures.

(End of Provision)

AWARD

The award of any contract hereunder will be made to the lowest priced, responsive, responsible quoter.

PRE-QUOTE QUESTIONS

Quoters must submit any questions regarding this solicitation in writing to the Contracting Officer. Questions must be received by the Contracting Officer in adequate time to allow a written response prior to the quote due date. No remarks or written responses to questions by government personnel shall change or qualify any of the terms or conditions of the solicitation. The solicitation can only be changed by a formal written amendment issued by the MICC CENTER – FORT KNOX, Fort Knox, Kentucky.

WAREHOUSE AND TAX EXEMPTION

Warehouse Receiving Hours: 8:00 AM - 3:00 PM, Monday through Friday, excluding holidays. Kentucky State Sales and Use Tax Permit #FG-047-100 furnished upon request. Furnish itemized delivery ticket with shipment to consignee.

CONTRACT ADMINISTRATION

All contract administration will be effected by the Contracting Officer, Contract Administration Division, MICC CENTER – FORT KNOX, Building 1109B, 199 6TH Ave , Fort Knox, Kentucky 40121-5720. Changes in or deviation from the Statement of Work shall not be effected without a written modification to the contract executed by the Contracting Officer.

PAYMENT

The Government will pay the contractor upon submission of proper invoices, the prices stipulated in this contract, for the supplies delivered and accepted, less any deductions provided in this contract.

TAX EXEMPTION

Kentucky State Sales and Use Tax Permit #FG-047-100 furnished upon request. Furnish itemized delivery ticket with shipment to consignee.

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE
(JAN 2009)

(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “domestic end product,” “foreign end product,” “qualifying country,” “qualifying country end product,” and “United States” have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.* The Government—

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that—

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

<u>Line Item Number</u>	<u>Country of Origin</u>
_____	_____
_____	_____

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of “domestic end product”:

<u>Line Item Number</u>	<u>Country of Origin (If known)</u>
_____	_____
_____	_____

Signature & Date

(End of provision)

Printed Name and Title

CONTRACT VENDOR NAME (NOT SUB-CONTRACTOR)		ADDRESS WHERE SHIPMENT IS GOING			
		UNITED STATES ARMY ACCESSIONS DISRIBUTION CENTER 9 TH CAVALRY REGIMENT AVE BUILDING 210 FORT KNOX, KY 40121 Please Note: This form was updated 7/14/04 and replaces any other forms like this.			
		SHIPMENTS WILL BE RECEIVED BETWEEN THE HOURS OF 8AM-11AM & 1PM-3PM			
VENDOR POC:	VENDOR PHONE NUMBER:	POC FOR SHIPMENT:		PHONE # OF POC:	
		RICK PENA QUTREACH & EVENTS DIVISION FORT KNOX, KY 40121		(502) 626-0460	
ITEM IDENTIFICATION NUMBER (PPI # AND DESCRIPTION OF PRODUCT)					
WEIGHT OF BOX:	CARTON QUANTITY:	DELIVERY ORDER NUMBER:			
CONTRACT NUMBER:		BOX		OF	
				BOXES	
		ARE THESE REPLACEMENTS FOR DAMAGE PRODUCT? YES OR NO			

PRE-PRODUCTION SAMPLE APPROVAL FORM

DATE:_____
CONTRACT #:_____
DELIVERY ORDER #:_____
ITEM DESCRIPTION:_____

PLEASE CIRCLE ONE:

APPROVED AS IS CHANGES REQUIRED

DESCRIBE REQUIRED CHANGES BELOW:

APPROVED/DISAPPROVED BY:

(Signature/Date)

NEW SAMPLE REQUIRED: ☐ YES ☐ NO **(Check one)**

PLEASE FAX FORM TO:

VENDOR NAME:_____
VENDOR FAX #:_____
VENDOR POC:_____
EMAIL ADDRESS:_____

SPECS**SPECIFICATIONS FOR
PPI 681 ROTC (Nurse) CAN COOLER,**

Quantity: 16,150

Description: Can cooler, collapsible beverage can wrap, equal to 4Imprint.com Crazy Frio Can Cooler – Scrub, PN: 8015-SRB, scuba foam material, Scrub Top shape, with Scrub imprint (complete with stethoscope) on the front side of cooler, Color: Black, Size: 4" x 5" with an arm span of 7" when collapsed, custom imprinted on two sides with the following:

Front Side: Underneath the stethoscope imprinted in white.

Line 1: 1-800-USA-ROTC (white lettering and all upper case font style: Interstate Bold.)

Line 2: armyrotc.com (white lettering and all lowercase, font style: Interstate Bold.)

Back Side: The Army ROTC Logo with the tagline Army ROTC and Start Strong in white lettering, Interstate Bold font. The ROTC Logo will be PMS 136.



Packaging: Contractor will pack 25 individual can coolers in a Master bag, sealed on all sides so item does not fall out. Twist ties are not an option and are unacceptable. The bag must be of sufficient strength and last up to 1 year of storage without discoloring. Contractor to ensure all bags, individual or master, do not crack, burst, or split in shipping. Contractor may use zip lock bags. Contractor to put unit bags in PSI 275 master shipping containers, not to exceed 45 lbs.

Marking Instructions: Contractor to mark on the outside of each box, on the side, (NOT ON THE TOP) with PPI 681, ROTC MED Can Cooler and total quantity in box.

Example: **PPI 681 ROTC MED Can Cooler, 50 bags of 25 each = 1,250**

Note: If items come in without the proper markings on the boxes as shown above, the boxes will be refused and sent back to the vendor at no cost to the government.

Note: Company names MUST NOT appear anywhere on the item nor wrapper.

Pre-Production Samples: Contractor to provide four pre-production samples of the can cooler no later than 20 calendar days after contract award. The pre-production samples shall contain all of the Army artwork and be representative of the actual final product that will be produced under this contract. Samples will be reviewed to ensure it is the specified product and that it has the imprint, the correct copy, typestyle, size, spacing and position, and color before actual production begins.

Pre-production samples shall be sent to:

**USAAC Procurement Division
ATTN: Judy Moore
Building 203, Room 110
232 Old Ironsides Avenue
Fort Knox, KY 40121**

The contractor shall include with the samples, a form for the government to indicate acceptance or rejection of the pre-production item. This form will be faxed back to the contractor. Upon approval of pre-production samples, the contractor may proceed with production of the contract amount.

Delivery Due Dates: The contractor shall deliver the product according to the delivery schedule specified in the order.

Palletizing Instructions:

Boxes will be placed on a pallet that is 48" wide by 40" long with a 4" fork opening. Boxes will be stabilized with cardboard corner braces on all 4 corners from top of skid to top layer of boxes. Corner braces will be strong enough to allow the government to stack the pallets at least 2 pallets high, without buckling, toppling or crushing. Boxes will be stacked no higher than 72" on the skid. Boxes will weigh no more than 45 pounds. The loads will not buckle or shift under pressure. The contractor will shrink wrap all boxes tight enough onto the skid to prevent boxes from shifting or falling off skid during transport. Contractor to face the boxes on the skid to show the label of the box and what is inside the box. Contractor to put at least one (1) label outside of the shrink wrap to identify product inside of boxes. Partial boxes will be labeled as such and placed on the top of the skid. A packing list must accompany each shipment. The packing list will specify the following: Component, Quantity per Carton, Total Carton Count, Total Quantity. A standard Bill of Lading will not be substituted for a packing list. Pallets will be refused if they do not comply with these instructions or if they are double-stacked.

DISTRIBUTION: Ship all items FOB destination to:

ACCESSIONS DISTRIBUTION CENTER (ADC)
9TH Cavalry Regiment Avenue, Building 210
Fort Knox, KY 40121-2726
(502) 626-0981/0689

Contractor will make partial shipments into this location at the times specified in the delivery orders. Estimated freight charges must be included in the contractor's bid price. Receiving hours are 7:30 a.m. to 11:00 a.m. (EST) and 1:00 p.m. to 3:00 p.m. (EST), Monday through Friday, excluding legal Federal holidays.

NOTE: CONTRACTOR MUST PROVIDE NUMBER OF BOXES AND NUMBER OF PALLETS FOR DELIVERY BEFORE SHIPMENT.

Information must be provided to:

**HQ, USAAC
PROCUREMENT DIVISION
ATTN: JUDY MOORE
232 OLD IRONSIDES AVE
BLDG 203, ROOM 110
FORT KNOX, KY 40121
e-mail: judy.moore@usarec.army.mil**

SPECIFICATIONS FOR ROTC CAN COOLER, PPI 683

Quantity: 16,150

Description: Can cooler, collapsible beverage can wrap, equal to promotionalproducts.net, Crazy Frio Can Cooler, PN: 855, vinyl material. Color: Black, Size: 4" x 5", custom imprinted on two sides with the following:

Front Side: The Army ROTC Logo with the tagline Army ROTC and Start Strong in white lettering, Interstate Bold font. The yellow color in the ROTC Logo will be PMS 136.



Back Side: There will be two lines of text on the backside.

Line 1: 1-800-USA-ROTC (white lettering and all upper case font style: Interstate Bold.)

Line 2: armyrotc.com (white lettering and all lowercase, font style: Interstate Bold.)

Packaging: Contractor will pack 25 individual can coolers in a Master bag, sealed on all sides so item does not fall out. Twist ties are not an option and are unacceptable. The bag must be of sufficient strength and last up to 1 year of storage without discoloring. Contractor to ensure all bags, individual or master, do not crack, burst, or split in shipping. Contractor may use zip lock bags. Contractor to put unit bags in PSI 275 master shipping containers, not to exceed 45 lbs.

Marking Instructions: Contractor to mark on the outside of each box, on the side, (NOT ON THE TOP) with PPI 683, ROTC MED Can Cooler and total quantity in box.

Example: **PPI 683 ROTC MED Can Cooler, 50 bags of 25 each = 1,250**

Note: If items come in without the proper markings on the boxes as shown above, the boxes will be refused and sent back to the vendor at no cost to the government.

Note: Company names MUST NOT appear anywhere on the item nor wrapper.

Pre-Production Samples: Contractor to provide four pre-production samples of the can cooler no later than 20 calendar days after contract award. The pre-production samples shall contain all of the Army artwork and be representative of the actual final product that will be produced under this contract. Samples will be reviewed to ensure it is the specified product and that it has the imprint, the correct copy, typestyle, size, spacing and position, and color before actual production begins.

Pre-production samples shall be sent to:

**USAAC Procurement Division
ATTN: Judy Moore
Building 203, Room 110
232 Old Ironsides Avenue
Fort Knox, KY 40121**

The contractor shall include with the samples, a form for the government to indicate acceptance or rejection of the pre-production item. This form will be faxed back to the contractor. Upon approval of pre-production samples, the contractor may proceed with production of the contract amount.

Delivery Due Dates: The contractor shall deliver the product according to the delivery schedule specified in the order.

Palletizing Instructions:

Boxes will be placed on a pallet that is 48" wide by 40" long with a 4" fork opening. Boxes will be stabilized with cardboard corner braces on all 4 corners from top of skid to top layer of boxes. Corner braces will be strong enough to allow the government to stack the pallets at least 2 pallets high, without buckling, toppling or crushing. Boxes will be stacked no higher than 72" on the skid. Boxes will weigh no more than 45 pounds. The loads will not buckle or shift under pressure. The contractor will shrink wrap all boxes tight enough onto the skid to prevent boxes from shifting or falling off skid during transport. Contractor to face the boxes on the skid to show the label of the box and what is inside the box. Contractor to put at least one (1) label outside of the shrink wrap to identify product inside of boxes. Partial boxes will be labeled as such and placed on the top of the skid. A packing list must accompany each shipment. The packing list will specify the following: Component, Quantity per Carton, Total Carton Count, Total Quantity. A standard Bill of Lading will not be substituted for a packing list.

Pallets will be refused if they do not comply with these instructions or if they are double-stacked.

DISTRIBUTION: Ship all items FOB destination to:

ACCESSIONS DISTRIBUTION CENTER (ADC)
9TH Cavalry Regiment Avenue, Building 210
Fort Knox, KY 40121-2726
(502) 626-0981/0689

Contractor will make partial shipments into this location at the times specified in the delivery orders. Estimated freight charges must be included in the contractor's bid price. Receiving hours are 7:30 a.m. to 11:00 a.m. (EST) and 1:00 p.m. to 3:00 p.m. (EST), Monday through Friday, excluding legal Federal holidays.

NOTE: CONTRACTOR MUST PROVIDE NUMBER OF BOXES AND NUMBER OF PALLETS FOR DELIVERY BEFORE SHIPMENT.

Information must be provided to:

**HQ, USAAC
Procurement Division
ATTN: JUDY MOORE
232 OLD IRONSIDES AVE
BLDG 203, ROOM 110
FORT KNOX, KY 40121
e-mail: judy.moore@usarec.army.mil**

SPECIFICATIONS FOR PPI 531 AMEDD CAN COOLER

Quantity: 26,150

Description: Can cooler, collapsible beverage can wrap, equal to 4Imprint.com Crazy Frio Can Cooler – Scrub, PN: 8015-SRB, scuba foam material, Scrub Top shape, with Scrub imprint (complete with stethoscope) on the front side of cooler, Color: Black, Size: 4" x 5" with an arm span of 7" when collapsed, custom imprinted on two sides with the following:

Front Side: Underneath the stethoscope imprinted in white.

Line 1: 1-800-USA-ARMY (white lettering and all upper case, font style: Interstate Bold.)

Line 2: healthcare.goarmy.com (white lettering and all lowercase, font style: Interstate Bold.)

Back Side: Army Strong Logo with the tagline ARMY STRONG. (all uppercase) in white lettering, Interstate Bold font, under the logo. The Logo and the outline of the Star will be PMS 122c or 123c.

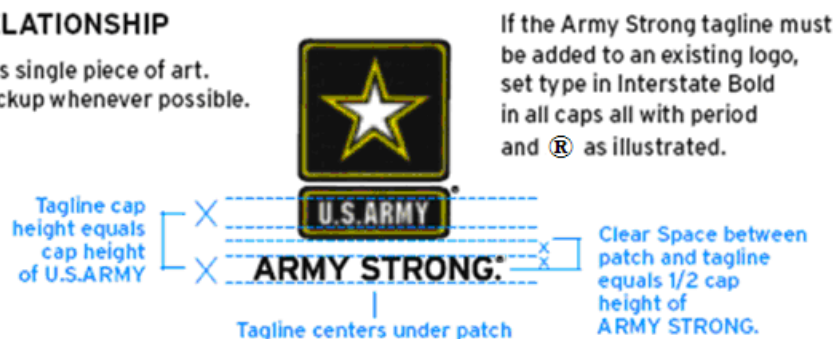
Trademark Usage:

Each time the Army logo is used, the registered trademark symbol will appear with it, to the right of the logo, placed between the star box and the U.S. Army box. (See image below and Army style guide.)

When the tagline ARMY STRONG.[®] is used alone, the registered trademark symbol will appear in superscript above the period.

TAGLINE RELATIONSHIP

Lockup exists as single piece of art.
Use supplied lockup whenever possible.



Packaging: Contractor will pack 25 individual can coolers in a Master bag, sealed on all sides so item does not fall out. Twist ties are not an option and are unacceptable. The bag must be of sufficient strength and last up to 1 year of storage without discoloring. Contractor to ensure all bags, individual or master, do not crack, burst, or

split in shipping. Contractor may use zip lock bags. Contractor to put unit bags in PSI 275 master shipping containers, not to exceed 45 lbs.

Marking Instructions: Contractor to mark on the outside of each box, on the side, (NOT ON THE TOP) with PPI 531, AMEDD MED Can Cooler and total quantity in box.

Example: **PPI 531 AMEDD MED Can Cooler, 50 bags of 25 each = 1,250**

Note: If items come in without the proper markings on the boxes as shown above, the boxes will be refused and sent back to the vendor at no cost to the government.

Note: Company names MUST NOT appear anywhere on the item nor wrapper.

Pre-Production Samples: Contractor to provide four pre-production samples of the can cooler no later than 20 calendar days after contract award. The pre-production samples shall contain all of the Army artwork and be representative of the actual final product that will be produced under this contract. Samples will be reviewed to ensure it is the specified product and that it has the imprint, the correct copy, typestyle, size, spacing and position, and color before actual production begins.

Pre-production samples shall be sent to:

**USAAC Procurement Division
ATTN: Judy Moore
Building 203, Room 110
232 Old Ironsides Avenue
Fort Knox, KY 40121**

The contractor shall include with the samples, a form for the government to indicate acceptance or rejection of the pre-production item. This form will be faxed back to the contractor. Upon approval of pre-production samples, the contractor may proceed with production of the contract amount.

Delivery Due Dates: The contractor shall deliver the product according to the delivery schedule specified in the order.

Palletizing Instructions:

Boxes will be placed on a pallet that is 48" wide by 40" long with a 4" fork opening. Boxes will be stabilized with cardboard corner braces on all 4 corners from top of skid to top layer of boxes. Corner braces will be strong enough to allow the government to stack the pallets at least 2 pallets high, without buckling, toppling or crushing. Boxes will be stacked no higher than 72" on the skid. Boxes will weigh no more than 45 pounds. The loads will not buckle or shift under pressure. The contractor will shrink wrap all boxes tight enough onto the skid to prevent boxes from shifting or falling off

skid during transport. Contractor to face the boxes on the skid to show the label of the box and what is inside the box. Contractor to put at least one (1) label outside of the shrink wrap to identify product inside of boxes. Partial boxes will be labeled as such and placed on the top of the skid. A packing list must accompany each shipment. The packing list will specify the following: Component, Quantity per Carton, Total Carton Count, Total Quantity. A standard Bill of Lading will not be substituted for a packing list. Pallets will be refused if they do not comply with these instructions or if they are double-stacked.

DISTRIBUTION: Ship all items FOB destination to:

ACCESSIONS DISTRIBUTION CENTER (ADC)
9TH Cavalry Regiment Avenue, Building 210
Fort Knox, KY 40121-2726
(502) 626-0981/0689

Contractor will make partial shipments into this location at the times specified in the delivery orders. Estimated freight charges must be included in the contractor's bid price. Receiving hours are 7:30 a.m. to 11:00 a.m. (EST) and 1:00 p.m. to 3:00 p.m. (EST), Monday through Friday, excluding legal Federal holidays.

NOTE: CONTRACTOR MUST PROVIDE NUMBER OF BOXES AND NUMBER OF PALLETS FOR DELIVERY BEFORE SHIPMENT.

Information must be provided to:

HQ, USAAC
PROCUREMENT DIVISION
ATTN: JUDY MOORE
232 OLD IRONSIDES AVE
BLDG 203, ROOM 110
FORT KNOX, KY 40121
e-mail: judy.moore@usarec.army.mil